

Message Text

LIMITED OFFICIAL USE

PAGE 01 IAEA V 04946 01 OF 03 091610Z

43

ACTION ACDA-10

INFO OCT-01 IO-10 ISO-00 ACDE-00 CIAE-00 INR-07 L-03

NSAE-00 NSC-05 EB-07 NRC-05 OES-03 FEAЕ-00 PM-03

SSO-00 INRE-00 SS-15 AF-06 ARA-06 EA-06 EUR-12 NEA-10

USIE-00 /109 W

----- 102711

O 091452Z JUN 75

FM USMISSION IAEA VIENNA

TO SECSTATE WASHDC IMMEDIATE 5959

INFO USERDA GERMANTOWN IMMEDIATE

AMEMBASSY BERN

LIMITED OFFICIAL USE SECTION 1 OF 3 IAEA VIENNA 4946

PASS NRC

E.O. 11652: N/A

TAGS: PARM, TECH, IAEA, SZ

SUBJECT: DRAFT SWITZERLAND-IAEA SAFEGUARDS AGREEMENT FOR
JUNE 10 BOARD GOVERNORS MEETING

1. TEXT OF SUBJECT AGREEMENT (MISSION COMMENTS SEPTEL)

FOLLOWS:

BEGIN TEXT LIMITED OFFICIAL USE

WHEREAS THE INTERNATIONAL ATOMIC ENERGY AGENCY (HEREINAFTER
REFERRED TO AS "THE AGENCY") IS AUTHORIZED BY ITS STATUTE
TO APPLY SAFEGUARDS AT THE REQUEST OF A STATE TO ANY OF THAT
STATE'S ACTIVITIES IN THE FIELD OF ATOMIC ENERGY;

WHEREAS SWITZERLAND HAS REQUESTED THE AGENCY TO APPLY ITS
SAFEGUARDS SYSTEM WITH REGARD TO SUPPLIED NUCLEAR MATERIAL AND
TO NUCLEAR MATERIAL PROCESSED, USED OR PRODUCED WITH SUPPLIED
NUCLEAR FACILITIES, EQUIPMENT AND MATERIAL, AS REQUIRED
LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 02 IAEA V 04946 01 OF 03 091610Z

BY THE SUPPLYING STATES;

WHEREAS THE BOARD OF GOVERNORS OF THE AGENCY (HEREINAFTER REFERRED TO AS "THE BOARD") HAS ACCEDED TO THAT REQUEST ON;

NOW, THEREFORE, THE AGENCY AND SWITZERLAND HEREBY AGREE AS FOLLOWS:

DEFINITIONS

SECTION 1. FOR THE PURPOSE OF THIS AGREEMENT:

(A) "EFFECTIVE KILOGRAMS" MEANS:

(I) IN THE CASE OF PLUTONIUM, ITS WEIGHT IN KILOGRAMS;

(II) IN THE CASE OF URANIUM WITH AN ENRICHMENT OF 0.01 (1 PERCENT) AND ABOVE, ITS WEIGHT IN KILOGRAMS MULTIPLIED BY THE SQUARE OF ITS ENRICHMENT;

(III) IN THE CASE OF URANIUM WITH AN ENRICHMENT BELOW 0.01 (1 PERCENT) AND ABOVE 0.005 (0.5 PERCENT), ITS WEIGHT IN KILOGRAMS MULTIPLIED BY 0.0001; AND

(IV) IN THE CASE OF DEPLETED URANIUM WITH AN ENRICHMENT OF 0.005 (0.5 PERCENT) OR BELOW, AND IN THE CASE OF THORIUM, ITS WEIGHT IN KILOGRAMS MULTIPLIED BY 0.00005;

(B) "INSPECTORS DOCUMENT" SHALL MEAN THE ANNEX TO AGENCY DOCUMENT GC(V)/INF/39;

(C) "NUCLEAR MATERIAL" SHALL MEAN ANY SOURCE OR SPECIAL FISSIONABLE MATERIAL AS DEFINED IN ARTICLE XX OF THE STATUTE;

(D) "NUCLEAR FACILITY" SHALL MEAN

(I) A PRINCIPAL NUCLEAR FACILITY AS DEFINED IN PARAGRAPH 78 OF THE SAFEGUARDS DOCUMENT, AS WELL AS A CRITICAL FACILITY OR A SEPARATE STORAGE INSTALLATION; OR

(II) ANY LOCATION WHERE NUCLEAR MATERIAL IN AMOUNTS GREATER THAN ONE EFFECTIVE KILOGRAM IS CUSTOMARILY USED;

(E) "SAFEGUARDS DOCUMENT" SHALL MEAN AGENCY DOCUMENT INF/CIRC/ LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 03 IAEA V 04946 01 OF 03 091610Z

66/REV.2;

(F) "SUPPLIED NUCLEAR MATERIAL" SHALL MEAN NUCLEAR MATERIAL SUPPLIED TO SWITZERLAND BY ANOTHER STATE, WITH THE REQUIREMENT THAT IT BE SUBJECT TO AGENCY SAFEGUARDS;

(G) "SUPPLIED NUCLEAR FACILITY" SHALL MEAN A NUCLEAR FACILITY SUPPLIED TO SWITZERLAND BY ANOTHER STATE, WITH THE REQUIREMENT

THAT NUCLEAR MATERIAL PROCESSED, USED OR PRODUCED IN SAID
FACILITY SHALL BE UNDER AGENCY SAFEGUARDS;

(H) "SUPPLIED EQUIPMENT AND MATERIAL" SHALL MEAN EQUIPMENT AND
MATERIAL ESPECIALLY DESIGNED OR PREPARED FOR THE PROCESSING,
USE OR PRODUCTION OF SPECIAL FISSIONABLE MATERIAL, SUPPLIED TO
SWITZERLAND BY ANOTHER STATE, WITH THE REQUIREMENT THAT THIS
SPECIAL FISSIONABLE MATERIAL SHALL BE UNDER AGENCY SAFEGUARDS;

(I) THE DEFINITIONS UNDER (F), (G) AND (H) SHALL NOT INCLUDE
NUCLEAR MATERIAL AND NUCLEAR FACILITIES, EQUIPMENT OR MATERIAL
SUPPLIED TO SWITZERLAND WHICH IS SUBJECT TO ANOTHER SAFEGUARDS
AGREEMENT WITH THE AGENCY.

UNDERTAKINGS BY SWITZERLAND AND THE AGENCY

SECTION 2. SWITZERLAND UNDERTAKES THAT SUPPLIED NUCLEAR MATERIAL
AND SUCH OTHER NUCLEAR MATERIAL AS IS REQUIRED TO BE LISTED
IN THE INVENTORY, AS WELL AS ANY SPECIAL FISSIONABLE MATERIAL PRO-
DUCED IN OR BY THE USE OF SAID NUCLEAR MATERIAL, INCLUDING
SUBSEQUENT GENERATIONS OF SUCH SPECIAL FISSIONABLE MATERIAL,
SHALL NOT BE USED FOR THE MANUFACTURE OF NUCLEAR WEAPONS OR TO
FURTHER ANY OTHER MILITARY PURPOSE OR FOR THE MANUFACTURE OF
ANY OTHER NUCLEAR EXPLOSIVE DEVICE.

SECTION 3. THE AGENCY UNDERTAKES TO APPLY ITS SAFEGUARDS SYSTEM
IN ACCORDANCE WITH THIS AGREEMENT TO SUPPLIED NUCLEAR MATERIAL
AND SUCH OTHER NUCLEAR MATERIAL AS IS LISTED IN THE INVENTORY,
AS WELL AS ANY SPECIAL FISSIONABLE MATERIAL PRODUCED IN OR BY
THE USE OF THE SAID NUCLEAR MATERIAL, INCLUDING FUTURE GENER-
ATIONS OF SUCH SPECIAL FISSIONABLE MATERIAL, SO AS TO ENSURE AS
FAR AS IT IS ABLE THAT THE SAID NUCLEAR MATERIAL AND THE SAID
SPECIAL FISSIONABLE MATERIAL SHALL NOT BE USED FOR THE MANUFAC-
LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 04 IAEA V 04946 01 OF 03 091610Z

TURE OF NUCLEAR WEAPONS OR TO FURTHER ANY OTHER MILITARY PURPOSE
OR FOR THE MANUFACTURE OF ANY OTHER NUCLEAR EXPLOSIVE DEVICE.

SECTION 4. SWITZERLAND UNDERTAKES TO FACILITATE THE APPLICATION
OF SAFEGUARDS BY THE AGENCY AND TO CO-OPERATE WITH THE AGENCY
TO THAT END.

INVENTORY

SECTION 5. THE AGENCY SHALL ESTABLISH AND MAINTAIN AN INVENTORY
OF ALL NUCLEAR MATERIAL SUBJECT TO SAFEGUARDS UNDER THIS AGRE-
EMENT AND OF SUPPLIED NUCLEAR FACILITIES, EQUIPMENT AND MATERIAL,
ON THE BASIS OF THE NOTIFICATIONS AND REPORTS RECEIVED. THE
INVENTORY SHALL BE DIVIDED INTO THREE PARTS:

(A) MAIN PART:

(I) SUPPLIED NUCLEAR MATERIAL;
(II) NUCLEAR MATERIAL REFERRED TO IN SECTION 6(A)(II);
(III) SPECIAL FISSIONABLE MATERIAL PRODUCED IN OR BY THE USE OF
ANY OF THE NUCLEAR MATERIAL LISTED IN THE MAIN PART OF THE
INVENTORY OR PRODUCED IN OR BY THE USE OF ANY SUPPLIED
NUCLEANT OR MATERIAL;
(IV) NUCLEAR MATERIAL PROCESSED OR USED IN OR IN CONNECTION WITH
ANY OF THE NUCLEAR MATERIAL LISTED IN THE MAIN PART OF THE
INVENTORY OR IN OR BY THE USE OF ANY SUPPLIED NUCLEAR
FACILITY, EQUIPMENT OR MATERIAL;
(V) NUCLEAR MATERIAL THAT HAS BEEN SUBSTITUTED IN ACCORDANCE
WITH PARAGRAPH 25 OR 26(D) OF THE SAGEGUARDS DOCUMENT
FOR ANY MATERIAL LISTED IN (I) TO (IV) ABOVE;

LIMITED OFFICIAL USE

NNN

LIMITED OFFICIAL USE

PAGE 01 IAEA V 04946 02 OF 03 091600Z

43

ACTION ACDA-10

INFO OCT-01 IO-10 ISO-00 ACDE-00 CIAE-00 INR-07 L-03

NSAE-00 NSC-05 EB-07 NRC-05 OES-03 FEAЕ-00 PM-03

SSO-00 INRE-00 SS-15 AF-06 ARA-06 EA-06 EUR-12 NEA-10

USIE-00 /109 W

----- 102559

O 091452Z JUN 75

FM USMISSION IAEA VIENNA

TO SECSTATE WASHDC IMMEDIATE 5960

INFO USERDA GERMANTOWN IMMEDIATE

AMEMBASSY BERN

LIMITED OFFICIAL USE SECTION 2 OF 3 IAEA VIENNA 4946

(B) SUBSIDIARY PART:

(I) ANY NUCLEAR FACILITY WHILE IT PROCESSES, CONTAINS, USES OR
FABRICATES ANY NUCLEAR MATERIAL LISTED IN THE MAIN PART OF
THE INVENTORY, OR WHILE IT CONTAINS OR USES SUPPLIED EQUIPMENT
OR MATERIAL;

(II) SUPPLIED NUCLEAR FACILITIES, EQUIPMENT AND MATERIAL;

(C) INACTIVE PART:

NUCLEAR MATERIAL WHICH HAS BEEN EXEMPTED FROM SAFEGUARDS AND NUCLEAR MATERIAL WITH REGARD TO WHICH SAFEGUARDS HAVE BEEN SUSPENDED PURSUANT TO SECTION II.

THE AGENCY SHALL SEND COPIES OF THE INVENTORY TO SWITZERLAND EVERY TWELVE MONTHS AND ALSO AT ANY OTHER TIMES SPECIFIED BY SWITZERLAND IN A REQUEST COMMUNICATED TO THE AGENCY NOT LESS THAN TWO WEEKS IN ADVANCE.

NOTIFICATION AND REPORTS

LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 02 IAEA V 04946 02 OF 03 091600Z

SECTION 6.

(A) SWITZERLAND SHALL NOTIFY THE AGENCY OF

(I) THE RECEIPT OF ANY SUPPLIED NUCLEAR MATERIAL WITHIN TWO WEEKS OF ITS TRANSFER INTO THE JURISDICTION OF SWITZERLAND;

(II) THE RECEIPT OF NUCLEAR MATERIAL WHICH HAD BEEN LISTED IN THE MAIN PART OF THE INVENTORY AND WHICH HAD BEEN EXPORTED FOR CONVERSION, FABRICATION OR REPROCESSING AND WHICH IS SUBSEQUENTLY RETRANFERRED INTO THE JURISDICTION OF SWITZERLAND WITHIN TWO WEEKS OF SUCH RETRANSFER;

(III) THE RECEIPT OF ANY SUPPLIED NUCLEAR FACILITY, EQUIPMENT OR MATERIAL, WITHIN TWO WEEKS OF ITS TRANSFER INTO THE JURISDICTION OF SWITZERLAND.

(B) THE NOTIFICATION OF TRANSFERS MAY ALSO BE MADE JOINTLY BY SWITZERLAND AND THE STATE FROM WHOSE JURISDICTION NUCLEAR MATERIAL, A NUCLEAR FACILITY, EQUIPMENT OR MATERIAL HAS BEEN TRANSFERRED INTO THE JURISDICTION OF SWITZERLAND.

(C) TRANSFERS OF NUCLEAR MATERIALS IN QUANTITIES NOT EXCEEDING 0.1 EFFECTIVE KILOGRAMA MAY BE NOTIFIED AT QUARTERLY INTERVALS.

SECTION 7. SWITZERLAND SHALL NOTIFY THE AGENCY, BY MEANS OF REPORTS IN ACCORDANCE WITH THE SAFEGUARDS DOCUMENT AND THE SUBSIDIARY ARRANGEMENTS PROVIDED FOR IN SECTION 15 OF ANY SPECIAL FISSIONABLE MATERIAL PRODUCED DURING THE PERIOD COVERED BY THE REPORT AND REQUIRED TO BE LISTED IN THE INVENTORY. UPON RECEIPT BY THE AGENCY OF THE NOTIFICATION, SUCH PRODUCED NUCLEAR MATERIAL SHALL BE SO LISTED. APPROPRIATE ADJUSTMENTS IN THE AMOUNTS APPEARING IN THE INVENTORY MAY BE MADE BY AGREEMENT BETWEEN SWITZERLAND AND THE AGENCY, BUT PEND-

ING SUCH AGREEMENT THE RESULTS OF THE AGENCY'S VERIFICATION SHALL BE USED.

TRANSFERS OF NUCLEAR MATERIAL

SECTION 8. SWITZERLAND SHALL INFORM THE AGENCY OF ITS INTENTION TO TRANSFER NUCLEAR MATERIAL LISTED IN THE MAIN PART, A SUPPLIED NUC- LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 03 IAEA V 04946 02 OF 03 091600Z

LEAR FACILITY OR SUPPLIED EQUIPMENT OR MATERIAL TO A FACILITY OR LOCATION WITHIN ITS JURISDICTION WHICH IS NOT LISTED IN THE INVENTORY, AND SHALL PROVIDE TO THE AGENCY SUFFICIENT INFORMATION TO ENABLE IT TO DETERMINE WHETHER, AND UNDER WHAT CONDITIONS, IT CAN APPLY SAFEGUARDS TO THE NUCLEAR MATERIAL OR IN RESPECT OF THE FACILITY, EQUIPMENT OR MATERIAL AFTER TRANSFER TO SUCH A FACILITY OR LOCATION. THE TRANSFER SHALL NOT TAKE PLACE UNTIL ALL THE NECESSARY ARRANGEMENTS WITH THE AGENCY TO THIS END HAVE BEEN CONCLUDED.

SECTION 9. SWITZERLAND SHALL NOTIFY THE AGENCY OF ANY INTENDED TRANSFER OF NUCLEAR MATERIAL LISTED IN THE MAIN PART, OF A SUPPLIED NUCLEAR FACILITY OR OF SUPPLIED EQUIPMENT OR MATERIAL TO A RECIPIENT WHICH IS NOT UNDER THE JURISDICTION OF SWITZERLAND. SUCH NUCLEAR MATERIAL, FACILITY, EQUIPMENT OR MATERIAL MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH PARAGRAPH 28(A), (B) OR (C) OF THE SAFEGUARDS DOCUMENT.

CONTENTS OF NOTIFICATIONS AND REPORTS

SECTION 10. THE NOTIFICATIONS AND REPORTS MADE PURSUANT TO SECTIONS 6 TO 9 SHALL SPECIFY, AS PROVIDED IN THE SUBSIDIARY ARRANGEMENTS AND AS APPROPRIATE, THE NUCLEAR AND CHEMICAL COMPOSITION, THE NATURE, THE PHYSICAL FORM AND THE QUANTITY OF NUCLEAR MATERIAL AND OF OTHER MATERIAL, AND THE TYPE, NATURE AND CAPACITY OF A FACILITY AND OF EQUIPMENT, AND THE DATE OF RECEIPT, THE ORIGIN, THE LOCATION, THE IDENTIFICATION OF THE CONSIGNOR AND CONSIGNEE, AS WELL AS ANY OTHER INFORMATION RELEVANT FOR SAFEGUARDS PURPOSES.

EXEMPTION AND SUSPENSION

SECTION 11. THE AGENCY SHALL EXEMPT NUCLEAR MATERIAL FROM SAFEGUARDS UNDER THE CONDITION SPECIFIED IN PARAGRAPH 21, 22 OR 23, AND SHALL SUSPEND SAFEGUARDS WITH REGARD TO NUCLEAR MATERIAL UNDER THE CONDITIONS SPECIFIED IN PARAGRAPH 24 OR 25 OF THE SAFEGUARDS DOCUMENT. UPON SUCH EXEMPTION OR SUSPENSION THE NUCLEAR MATERIAL AFFECTED SHALL BE TRANSFERRED FROM THE MAIN TO THE INACTIVE PART OF THE INVENTORY.

TERMINATION

LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 04 IAEA V 04946 02 OF 03 091600Z

SECTION 12.

(A) UPON TRANSFER IN ACCORDANCE WITH THE PROVISIONS OF SECTION 9 OF THIS AGREEMENT ANY NUCLEAR MATERIAL, FACILITY, EQUIPMENT OR MATERIAL SHALL BE DELETED FROM THE INVENTORY;

(B) (I) SAFEGUARDS SHALL BE TERMINATED IN RESPECT OF NUCLEAR MATERIAL IN ACCORDANCE WITH THE CONDITIONS SPECIFIED IN SUB-PARAGRAHS (A),

(B) OR (C) OF PARAGRAPH 26 OF THE SAFEGUARDS DOCUMENT;

(II) ANY SUPPLIED NUCLEAR FACILITY, EQUIPMENT OR MATERIAL SHALL BE DELETED FROM THE INVENTORY UPON DETERMINATION BY THE AGENCY THAT:

(1) THE ITEM HAS BEEN RETURNED TO THE STATE FROM WHOSE

JURISDICTION IT HAD BEEN SUPPLIED, OR

(2) THE ITEM HAS BEEN CONSUMED OR IS NO LONGER USABLE

FOR ANY NUCLEAR ACTIVITY RELEVANT TO THE SAFEGUARDS PROVISIONS

OF THIS AGREEMENT OR HAS BECOME PRACTICABLY IRRECOVERABLE;

LIMITED OFFICIAL USE

NNN

LIMITED OFFICIAL USE

PAGE 01 IAEA V 04946 03 OF 03 091645Z

43

ACTION ACDA-10

INFO OCT-01 IO-10 ISO-00 ACDE-00 CIAE-00 INR-07 L-03

NSAE-00 NSC-05 EB-07 NRC-05 OES-03 FEA-00 PM-03

SSO-00 INRE-00 SS-15 AF-06 ARA-06 EA-06 EUR-12 NEA-10

USIE-00 /109 W

----- 103109

O 091452Z JUN 75

FM USMISSION IAEA VIENNA

TO SECSTATE WASHDC IMMEDIATE 5961

INFO USERDA GERMANTOWN IMMEDIATE

AMEMBASSY BERN

LIMITED OFFICIAL USE SECTION 3 OF 3 IAEA VIENNA 4946

(C) ANY OTHER NUCLEAR FACILITY LISTED IN THE SUBSIDIARY PACT OF THE INVENTORY SHALL BE DELETED THEREFROM IF THE AGENCY HAS SATISFIED ITSELF THAT THE FACILITY HAS CEASED TO CONTAIN ANY NUCLEAR MATERIAL LISTED IN THE MAIN PART OF THE INVENTORY OR ANY SUPPLIED EQUIPMENT AND MATERIAL.

SAFEGUARDS PROCEDURES

SECTION 13. IN APPLYING SAFEGUARDS, THE AGENCY SHALL OBSERVE THE PRINCIPLES SET FORTH IN PARAGRAPHS 9 TO 14 OF THE SAFEGUARDS DOCUMENT.

SECTION 14. THE PROCEDURES TO BE FOLLOWED IN THE APPLICATION OF SAFEGUARDS BY THE AGENCY UNDER THIS AGREEMENT SHALL BE THOSE SET FORTH IN PART III AND ANNEXES I AND II OF THE SAFEGUARDS DOCUMENT, AS FAR AS RELEVANT.

SUBSIDIARY ARRANGEMENTS

SECTION 15. SWITZERLAND AND THE AGENCY SHALL MAKE SUBSIDIARY ARRANGEMENTS WHICH SHALL SPECIFY IN DETAIL, TO THE EXTENT NECESSARY TO PERMIT THE AGENCY TO FULFIL ITS RESPONSIBILITIES UNDER THIS

LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 02 IAEA V 04946 03 OF 03 091645Z

AGREEMENT IN AN EFFECTIVE AND EFFICIENT MANNER, HOW THE PROCEDURES OF THIS AGREEMENT, INCLUDING THE PROVISIONS OF PARAGRAPH 50 OF THE SAFEGUARDS DOCUMENT, SHALL BE APPLIED. THE SUBSIDIARY ARRANGEMENTS SHALL ENTER INTO FORCE WITHIN 90 DAYS OF THE ENTRY INTO FORCE OF THIS AGREEMENT.

SECTION 16. THE PROVISIONS OF PARAGRAPHS 1 TO 9 AND 12 TO 14 OF THE INSPECTORS DOCUMENT SHALL APPLY TO AGENCY INSPECTORS PERFORMING FUNCTIONS PURSUANT TO THIS AGREEMENT. HOWEVER, PARAGRAPHS 4 OF THE INSPECTORS DOCUMENT SHALL NOT APPLY IN RESPECT OF ANY NUCLEAR FACILITY OR NUCLEAR MATERIAL TO WHICH THE AGENCY HAS ACCESS AT ALL TIMES.

SECTION 17. WITH RESPECT TO THE AGENCY, ITS INSPECTORS AND ITS PROPERTY USED BY THEM IN PERFORMING THEIR FUNCTIONS PURSUANT TO THIS AGREEMENT, SWITZERLAND SHALL APPLY THE RELEVANT PROVISIONS OF THE AGREEMENT ON THE PRIVILEGES AND IMMUNITIES OF THE AGENCY.

FINANCIAL PROVISIONS

SECTION 18. EXPENSES SHALL BE BORNE AS FOLLOWS:

(A) SUBJECT TO SUB-SECTION (B) BELOW, SWITZERLAND AND THE AGENCY SHALL BEAR EACH ANY EXPENSES INCURRED IN THE IMPLEMENTATION OF THEIR RESPONSIBILITIES UNDER THIS AGREEMENT;

(B) ALL SPECIAL EXPENSES INCURRED BY SWITZERLAND OR PERSONS UNDER ITS JURISDICTION AT THE WRITTEN REQUEST OF THE AGENCY, ITS INSPECTORS OR OTHER OFFICIALS SHALL BE REIMBURSED BY THE AGENCY IF SWITZERLAND NOTIFIES THE AGENCY BEFORE THE EXPENSE IS INCURRED THAT REIMBURSEMENT WILL BE REQUIRED.

THESE PROVISIONS SHALL NOT PREJUDICE THE ALLOCATION OF EXPENSES WHICH ARE REASONABLY ATTRIBUTABLE TO A FAILURE BY EITHER SWITZERLAND OR THE AGENCY TO COMPLY WITH THIS AGREEMENT.

SECTION 19. SWITZERLAND SHALL ENSURE THAT ANY PROTECTION AGAINST THIRD PARTY LIABILITY, INCLUDING ANY INSURANCE OR OTHER FINANCIAL SECURITY, IN RESPECT OF A NUCLEAR INCIDENT OCCURRING IN A NUCLEAR INSTALLATION UNDER ITS JURISDICTION SHALL APPLY TO THE AGENCY AND ITS INSPECTORS

LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 03 IAEA V 04946 03 OF 03 091645Z

WHEN CARRYING OUT THEIR FUNCTIONS UNDER THIS AGREEMENT, AS THAT PROTECTION APPLIES TO NATIONALS OF SWITZERLAND.

NON-COMPLIANCE

SECTION 20. IF THE BOARD DETERMINES, IN ACCORDANCE WITH ARTICLE XII.C OF THE STATUTE, THAT THERE HAS BEEN ANY NON-COMPLIANCE WITH THIS AGREEMENT, THE BOARD SHALL CALL UPON SWITZERLAND TO REMEDY SUCH NON-COMPLIANCE FORTHWITH, AND SHALL MAKE SUCH REPORTS AS THE BOARD DEEMS APPROPRIATE. IN THE EVENT OF FAILURE BY SWITZERLAND TO TAKE FULLY CORRECTIVE ACTION WITHIN A REASONABLE TIME THE BOARD MAY TAKE ANY OTHER MEASURES PROVIDED FOR IN ARTICLE XII.C OF THE STATUTE. THE AGENCY SHALL PROMPTLY NOTIFY SWITZERLAND IN THE EVENT OF ANY DETERMINATION BY THE BOARD PURSUANT TO THIS SECTION.

SETTLEMENT OF DISPUTES

SECTION 21. ANY DISPUTE ARISING OUT OF THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT WHICH IS NOT SETTLED BY NEGOTIATION OR ANOTHER PROCEDURE AGREED TO BY SWITZERLAND AND THE AGENCY, SHALL ON THE REQUEST OF EITHER SWITZERLAND OR THE AGENCY BE SUBMITTED TO AN ARBITRAL TRIBUNAL COMPOSED, AS FOLLOWS: SWITZERLAND AND THE AGENCY SHALL EACH DESIGNATE ONE ARBITRATOR, AND THE TWO ARBITRATORS SO DESIGNATED SHALL ELECT A THIRD, WHO SHALL BE THE CHAIRMAN. IF WITHIN THIRTY DAYS OF THE REQUEST FOR ARBITRATION EITHER SWITZERLAND OR THE AGENCY MAY REQUEST THE PRESIDENT OF THE INTERNATIONAL COURT OF JUSTICE TO APPOINT AN ARBITRATOR. THE SAME PROCEDURE SHALL APPLY IF, WITHIN THIRTY DAYS OF THE DESIGNATION OR APPOINTMENT OF THE SECOND ARBITRATOR, THE THIRD ARBITRATOR HAS NOT BEEN ELECTED. A MAJORITY OF THE MEMBERS OF THE ARBITRAL TRIBUNAL SHALL CONSTITUTE A QUORUM, AND ALL DECISIONS SHALL BE MADE BY MAJORITY VOTE. THE ARBITRAL PROCEDURE SHALL BE FIXED BY THE TRIBUNAL. THE DECISIONS OF THE

TRIBUNAL, INCLUDING ALL RULINGS CONCERNING ITS CONSTITUTION, PROCEDURES, JURISDICTION AND THE DIVISION OF THE EXPENSES OF ARBITRATION BETWEEN SWITZERLAND AND THE AGENCY, SHALL BE BINDING ON SWITZERLAND AND THE AGENCY. THE REMUNERATION OF THE ARBITRATORS SHALL BE DETERMINED ON THE SAME BASIS AS THAT OF AD HOC JUDGES OF THE INTERNATIONAL COURT OF JUSTICE.

SECTION 22. DECISIONS OF THE BOARD CONCERNING THE IMPLEMENTATION OF THIS AGREEMENT, EXCEPT SUCH AS RELATE ONLY TO SECTION 18, SHALL, IF LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

PAGE 04 IAEA V 04946 03 OF 03 091645Z

THEY SO PROVIDE, BE GIVEN EFFECT IMMEDIATELY BY SWITZERLAND AND THE AGENCY PENDING THE FINAL SETTLEMENT OF ANY DISPUTE.

AMENDMENTS, ENTRY INTO FORCE AND DURATION

SECTION 23. SWITZERLAND AND THE AGENCY SHALL, AT THE REQUEST OF EITHER OF THEM, CONSULT ABOUT AMENDING THIS AGREEMENT. IF THE BOARD DECIDES TO MAKE ANY CHANGE IN THE SAFEGUARDS OR THE INSPECTORS DOCUMENT, THIS AGREEMENT SHALL BE AMENDED, IF SWITZERLAND SO REQUESTS, TO TAKE ACCOUNT OF SUCH CHANGE.

SECTION 24. THIS AGREEMENT SHALL ENTER INTO FORCE UPON SIGNATURE FOR SWITZERLAND AND FOR THE AGENCY. IT MAY BE TERMINATED AT ANY TIME BY EITHER PARTY UPON SIX MONTHS' NOTICE TO THE OTHER PARTY PROVIDED HOWEVER THAT ALL PROVISIONS RELATING TO ANY ITEM LISTED IN THE INVENTORY AT THE TIME OF TERMINATION SHALL CONTINUE TO APPLY FULLY THEREAFTER. END TEXT. TAPE

LIMITED OFFICIAL USE

NNN

Message Attributes

Automatic Decaptioning: X
Capture Date: 01 JAN 1994
Channel Indicators: n/a
Current Classification: UNCLASSIFIED
Concepts: NUCLEAR AGREEMENTS, AGREEMENT DRAFT, TEXT, NUCLEAR SAFEGUARDS
Control Number: n/a
Copy: SINGLE
Draft Date: 09 JUN 1975
Decaption Date: 01 JAN 1960
Decaption Note:
Disposition Action: RELEASED
Disposition Approved on Date:
Disposition Authority: GolinoFR
Disposition Case Number: n/a
Disposition Comment: 25 YEAR REVIEW
Disposition Date: 28 MAY 2004
Disposition Event:
Disposition History: n/a
Disposition Reason:
Disposition Remarks:
Document Number: 1975IAEAV04946
Document Source: CORE
Document Unique ID: 00
Drafter: n/a
Enclosure: n/a
Executive Order: N/A
Errors: N/A
Film Number: D750200-0648
From: IAEA VIENNA
Handling Restrictions: n/a
Image Path:
ISecure: 1
Legacy Key: link1975/newtext/t19750669/aaaackxh.tel
Line Count: 525
Locator: TEXT ON-LINE, ON MICROFILM
Office: ACTION ACDA
Original Classification: LIMITED OFFICIAL USE
Original Handling Restrictions: n/a
Original Previous Classification: n/a
Original Previous Handling Restrictions: n/a
Page Count: 10
Previous Channel Indicators: n/a
Previous Classification: LIMITED OFFICIAL USE
Previous Handling Restrictions: n/a
Reference: n/a
Review Action: RELEASED, APPROVED
Review Authority: GolinoFR
Review Comment: n/a
Review Content Flags:
Review Date: 02 APR 2003
Review Event:
Review Exemptions: n/a
Review History: RELEASED <02 APR 2003 by ElyME>; APPROVED <07 APR 2003 by GolinoFR>
Review Markings:

Margaret P. Grafeld
Declassified/Released
US Department of State
EO Systematic Review
06 JUL 2006

Review Media Identifier:
Review Referrals: n/a
Review Release Date: n/a
Review Release Event: n/a
Review Transfer Date:
Review Withdrawn Fields: n/a
Secure: OPEN
Status: NATIVE
Subject: DRAFT SWITZERLAND-IAEA SAFEGUARDS AGREEMENT FOR JUNE 10 BOARD GOVERNORS MEETING
TAGS: PARM, TECH, SZ, IAEA
To: STATE
Type: TE
Markings: Margaret P. Grafeld Declassified/Released US Department of State EO Systematic Review 06 JUL 2006